232 U. S. 383, 393. There are but few state courts following this view. *Town of Blacksburg* v. *Beam,* 104 S. C. 146, L. R. A. 1916 E. 714; *Iowa* v. *Sheridan,* 121 Ia. 164, where the court said that to allow the evidence would be to "emasculate all constitutional guaranty and deprive it of all beneficial force or effect in preventing unreasonable searches and seizures". The Georgia Court of Appeals refused to follow, for a time, the leading case of *Williams* v. *State, supra,* and declined to admit such evidence. *Underwood* v. *State,* 13 Ga. App. 206. But the later decisions have returned to the conventional state view. *Hornbuckle* v. *Town of Decatur,* 18 Ga. App. 17. While there is apparent conflict, then, it appears that each view is justified under the circumstances peculiar to the jurisdiction. They were nearly in accord when *Adams* v. *U. S.* was decided, but *Weeks* v. *U. S., supra,* removed all doubts and asserted the theory of non-admissibility in the most vigorous terms.

EVIDENCE OF NEGLIGENCE—PROXIMATE CAUSE.—In *Todd* v. *Traders' and Mechanics' Insurance Company* (Mass. 1918), 120 N. E. 142, plaintiff brought his action to recover on a fire insurance policy for destruction by fire of certain buildings. The fire which destroyed the buildings accidentally caught from one set by plaintiff without getting permission of the fire-warden as the law required. Defense was made that because the fire was set in violation of law the plaintiff's cause of action was defeated on the theory of contributory negligence.

It would seem that the case was disposed of when it was determined, in accord with the universally recognized rule, that the ordinary fire insurance policy protects the insured against his own negligence, but the court discusses the question of whether violation of law is evidence of negligence to defeat a cause of action, itself founded in negligence. It well states the doctrine that "the mere fact that he, (plaintiff), was violating a statute or ordinance when injured does not necessarily prevent his recovery. Such violation is considered evidence of negligence on the part of the violator, as to all consequences that the statute was intended to prevent". The court concluded that the failure to get the fire-warden's permission was a mere attendant circumstance of his injury and not a proximate contributing cause, and applying the above principle overruled the defense There is plenty of authority in Massachusetts as well as elsewhere, to justify the recognition of the principle and its application. *Moran* v. *Dickinson,* 204 Mass. 559; *Bourne* v. *Whitman,* 209 Mass. 155; *Hughes* v. *Atlantic Steel Co.,* 136 Ga. 511. One is impressed with the rapidity with which things now move in that once conservative, puritanic state of Massachusetts. One is almost impelled to wonder whether the nimble-minded Celt may not have his hand on the throttle. It is but three short decades ago that a sin-sick sinner over-anxious for his soul's welfare, took to the highway with his good horse and carriage to attend a religious meeting on Sunday. He hitched his horse to the fence by the roadside and while he was at his devotions another recklessly injured Dobbin and the carriage. The court which pronounced this opinion in *Todd* v. *The Insurance Co.* told the refreshed sinner that because his horse and carriage had reached the place of injury by having been driven there on

Sunday in violation of law, he was remediless. If the poor sinner's soul was lost it would be a pertinent question, whether this opinion was the proximate cause. *Lyons* v. *Desotelle,* 124 Mass. 387. Two years earlier the same court took occasion to tell a provident head of a family that a railway company could run over him with impunity because forsooth, he walked the public highway on Sunday in search of shelter for his wife and children. *Smith* v. *Boston & M. R. R.,* 120 Mass. 490.

SPECIFIC PERFORMANCE—NEGATIVE COVENANT—CONTRACT OF EMPLOYMENT. —Complainant induced defendants to enter into contracts with him whereby they agreed to enter the service of complainant for two years from July 1, 1918, and not to be concerned directly or indirectly in any other business during the period of the contracts. Defendants at the time of making the contracts were employed by the Driver-Harris Co., a corporation engaged in important war work for the government. Complainant had been a director of the Driver-Harris Co., but owing to disagreement with other directors, had withdrawn and was about, as he alleged, to establish a rival company. There was evidence tending to show that complainant's main purpose in making the contracts was to withdraw essential employees from the Driver-Harris Co. and thus to injure its business. Complainant brought three bills against defendants to restrain them from working for the Driver-Harris Co. in violation of the negative covenants. *Held,* complainant is not entitled to relief. *Driver* v. *Smith et al.* (N. J. Ch. 1918), 104 Atl. 717.

The defendants interposed a preliminary objection that the granting of an injunction would interfere with work necessary to the federal government in the conduct of war. The government did not seek to intervene directly, but defendants introduced into evidence letters from General Sibert and others to the effect that the enforced withdrawal of the defendants from the Driver-Harris Co. would be highly detrimental to the interests of the government. Lane, V. C., refused to consider this argument. "It would", he said, "be an intolerable situation if each court before whom the rights of individuals were litigated, were permitted to determine whether relief should be granted or withheld upon its opinion whether the granting of an injunction would aid or injure the government in its war activities. * * *" No cases precisely in point were cited but reliance was placed on *Broadbent* v. *Imperial Gas Co.,* 7 De G. M. & G. 436, and *Rowland* v. *New York Stable Manure Co.,* 88 N. J. Eq. 168. Though the doctrine of these cases has often been brought into question (*e g. Richards Appeal,* 57 Pa. St. 105), the position of the court seems sound. The federal government has under war legislation ample power to protect itself, and so long as it does not exercise this power, there seems no reason why a court of equity in ordinary litigation should consider whether its decree will affect governmental activities or not.

In denying relief to complainant, the court reached a result inevitable upon the principles of equity. Complainant failed to show that the defendants could render him service of an unique quality; his remedy at law was adequate. But further it appeared that his purpose in making the contracts was primarily to damage the Driver-Smith Co. Equity is